

Sullivan County NH

Type of meeting: Board of Commissioners Special NHAC Awards Presentation & Business Meeting Minutes
Date/Time: Thursday, November 19, 2009; 3 PM
Place: Unity NH County Complex – Sullivan County Health Care, 5 Nursing Home Drive, Unity NH 03743, 1st Floor, Frank Smith Living Room

Attendees: Commissioners Jeffrey Barrette – *Chair*, Bennie Nelson – *Vice Chair* and Ethel Jarvis – *Clerk*; Greg Chanis – *County Administrator*; Peter Farrand – *Human Resource Director/Notary*; C. Dave French – *County Treasurer*; Ted Purdy – *Sullivan County Health Care (SCHC) County Administrator*; Supt. Ross Cunningham – *Department of Corrections*; John Cressy – *Facilities Director*; Heather Presch – *Community Development Director*; Heather Barker – *SCHC Administrative Assistant*; Liz Hennig – *SPF/CUFSAP Coordinator*; and Sharon J. Callum (minute taker).

Public Attendees: Richard & Dorothy Bennett, Erica Bennett and children; Beverly Rodeschin – *State/County Delegate*; Steve Cunningham – *Croydon Resident/Region 2. Delegation Candidate*; Larry Converse – *Claremont Citizen*.

3:00 PM The Chair brought the meeting to order. Senator Bob Odell led all in the *Pledge of Allegiance*.

Agenda Item No. 1 **New Hampshire Association of Counties Awards**
Mr. Chanis presented the *2009 NHAC Employee of the Year Award* to Brad Bennett.

Commissioner Barrette presented the *2009 NHAC Legislator of the Year Award* to Senator Bob Odell

3:05 – 3:29 The group recessed to congratulate the award recipients and for refreshments.

Agenda Item No. 4. **Strategic Prevention Framework (SPF) / Communities United for Substance Abuse Prevention Coalition (CUFSAP)**

Agenda Item No. 4.a. FY10 & FY11 SPF with FY09 Carry Over: Agreement, Certificate of Vote and Budget Forms

Mr. Chanis and Ms. Hennig noted this pertained to the SPF grant the County currently provides fiscal oversight of, in particular, there was unspent monies in the NH FY09 budget for coalitions statewide and as most coalitions were unable to spend the funds in FY09, the State awaited approval from SAMHSA to split the funds between FY10 for the amount of \$60,374 and FY11 for the amount of \$15,093; with SAMHSA recently approving the funds for the State, the County would need to approve accepting the "carry over" funds, perform the Certificate of Vote [Appendix A]; and authorize the County Administrator to sign the amended contract.

3:32 *Motion: to approve the budget and certify the amended agreement and certificate of vote as printed – both of which would be added to the minutes.*
Made by: Nelson. Seconded by: Jarvis.
Voice vote: all in favor.

Mr. Farrand notarized the amended contract.

Agenda Item No. 4.b. Drug Free Communities Mentoring Program RFA
Discussion

Ms. Hennig briefed the Board on a new grant the Communities United For Substance Abuse Prevention (CUFSAP) coalition would like to apply for through the Office of National Drug Control Policy and Substance Abuse and Mental Health Services Administration; this opportunity has the same goals the coalition is working for and would require permission for the County to be the grant fiscal agent; Hennig distributed a grant summary [Appendix C]; the RFA was distributed [Appendix D]; Hennig reviewed survey data collected from youths: 41% of youths drank in the last 30 days / 17% of those youths did so with parent approval; the grant would be for \$125,000 per year for 5-10 years; funding would allow CUFSAP to review prevention progress, build sustainability and allow for training.

3:36 Motion: to support the Drug Free Communities Mentoring grant application.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.

The group discussed regional and state-wide data collection and how it is shared; as well as the uses of it to attain further grant funding and future support.

Agenda Item No. 2 DOC Superintendent's Report

Agenda Item No. 2.a. Census

Supt. Ross Cunningham distributed the DOC population census [Appendix E]. He confirmed the numbers are lower from last year's due to home confinement/electronic monitoring.

Agenda Item No. 2.b. Staffing

Staff is working on the Federal Rural County grant; they have three (3) officer vacancies; received another resignation due to salary and one pending - taking a job at Merrimack due to salary; total of five vacancies: three (3) active and two (2) per diem.

Agenda Item No. 2.c. ASAI (Alternative Solutions Associates Inc) with Kevin Warwick

Supt. Cunningham noted they have the opportunity to get further grants in December, January and February and would like to use ASAI for this, which entails extending the ASAI contract; he'd like to pay the ASAI extension from monies in the salary line, which reflects a surplus at present due to the five vacancies; he'd also like to budget for this type of contract service in FY11; unable to pay ASAI from the Inmate Commissary Fund as it does not directly relate to inmate programs, this work is more grant writing and staff development. Commissioner Barrette confirmed he felt Mr. Warwick was an unbelievable resource. Commissioner Nelson concurred,

noting he's done a "...ton with programming to help facilities; plus multiple grants, and would be nice to have it in the budget [for FY011 Contract Line]". Commissioner Jarvis requested a list of the grants Warwick has worked on, with the list to include the title of grant and amount; Nelson concurred, noting this was useful when supporting their decision.

3:50 Motion: to enter into the contract with Kevin Warwick as outlined in the packet.

Made by: Nelson. Seconded by: Jarvis.

Voice vote: All in favor.

Non Agenda Item

DOC Inmate Escape Discussion

Supt. Cunningham briefed the group on inmate - Robert Hale - who escaped from the DOC by boring a 18" X 18" hole through 5/8" sheet rock using scrap metal, climbing two levels into the attic, down and out a window in the new empty office area; inmate is still "at large"; Capt. O'Sullivan performing the investigation; a head count was performed at 1:40, then at 2:40, which is when they found one less person and viewed video feed to discover at 2:18 a blur of the inmate running down the hill; State troopers and Claremont PD were called and on site within ten minutes; dogs were brought in; DOC policies were followed; this is the first escape occurrence for Supt. Cunningham while at Sullivan.

Agenda Item No. 3.

Sullivan County Health Care Report

Agenda Item No. 3.a.

Census

Mr. Ted Purdy reviewed the following reports [Appendix F.1-7]:

- o Oct 2009 Medicare, Private, Medicaid, HCBC (Respite), Managed Care & Medicare B Revenue report: Medicare Part B strong, ended up with a positive variance of \$11,835; with total variance of all of \$11,139
- o Revenue Review thru 10/31/2009: Private and Medicare B variance strong, net variance from operations \$30,406 , \$40,067 negative variance without Stimulus ARRA funds. Commissioner Barrette noted they are two bed days ahead of last year, at this time. Commissioner Nelson noted they made up more in saved expenses.
- o Sullivan County Nursing Home Quarterly Resident Census
- o Medicare Length of Stay Analysis
- o Summary Admission/Discharge List 10/1/09 thru 10/31/09
- o Summary Admission/Discharge List 7/1/09 thru 10/31/09
- o Interim Aged Analysis: Increased 35,000 to previous aging - due to higher revenue in October.

Current census at 143.

Agenda Item No. 3.b.

Staffing

Mr. Purdy noted they hired six (6) LNA's, with four (4) departing; hired three (3) nurses, none left; they have used agency personnel only a little for LNA's; hired five (5) LNA Per Diem in November; hired three (3) Per Diem nurses; they have found scheduling easier on the staff as less phone calls are needed to agencies; they have rarely seen mandatory stays - another indication that "call outs" are filled readily, which provides for more consistent patient care. Commissioner Barrette noted the real cost is seen through agency patient care and relationships. They hired a new Office Manager who begins 11/23/09. The Director of Nursing (DON) resigned and

they are advertising; in the meantime, Patti Henderson, Staff Development Coordinator, was designated Interim DON. Commissioner Jarvis recommended they write a letter of recommendation for Becky Trudelle, former DON: she is good and has been here a long time. Nelson concurred noting she brought real stability. Commissioner Jarvis noted Genesis helped train the nurses here and Ms. Trudelle was one who picked it up quickly and carried the ball. The Board concurred on the letter of recommendation.

Non Agenda Item

SCHC Network Breakfast and New News Letter

A copy of the invitation to the 11/19/09 8 AM Health Care Networking Breakfast was distributed [Appendix G]. Mr. Purdy briefed the Board on the Networking Breakfast Heather Presch, new Community Development Coordinator, facilitated this morning; invitations were sent to providers, Service Link, and social service organizations; 25 attended; representatives from Connecticut Valley Home Care spoke and provided handouts; their goal is to host these events on a quarterly basis. Mr. Purdy distributed a family member newsletter that discussed and celebrated the facilities community development initiatives: residents and staff renamed the units, the different actions/programs being performed - they are trying to make care better within the units; they anticipate the news release to be published quarterly. Commissioners were pleased with the newsletter and requested they be advised of future networking meetings.

Agenda Item No. 5.

County Administrator's Report

Agenda Item No. 5.a.

NH Primex Workers' Compensation & Property / Liability Programs

The Board received copies of the:

- ☐ 11/20/09 Property & Liability Member Contribution Summary letter from Carl Weber of NH Primex,
- ☐ Property & Liability Program Member Contribution Summary reflecting \$90,862,
- ☐ Property & Liability Program 7.5% Multi-Year Discount Program Agreement,
- ☐ Resolution To Enter Primex Property & Liability 7.5% Multi Year Discount Program,
- ☐ Property/Liability Program 5% Multi-Year Discount Program Agreement,
- ☐ Resolution To Enter Primex Property & Liability 5% Multi Year Discount Program,
- ☐ Resolution to Enter Workers Compensation 5% Multi year Discount Program.

Mr. Chanis and Ms. Callum confirmed the Property/Vehicle Exposure Schedule was a document provided each year to the Board of the Commissioners during their budget reviews.

4:22 Motion: for the County Administrator to execute the Primex Property & Liability and Workers Compensation agreements and to accept the multi year discounts.

Made by: Jarvis. Seconded by: Nelson.

Voice vote: All in favor.

Agenda Item No. 5.b. Community Corrections Center Update

Mr. Chanis noted he met with all the prime bidders; he feels they have sufficient reductions to stay within the \$250,000 contingency; site work portion well under way – one large rock was the only surprise; he noted, typically, the extra costs are seen in the site work portion; all contracts should arrive from North Branch Monday, with work to begin the first of December; all work going well.

Agenda Item No. 5.c. NH Municipal Bond Bank Certificate of Vote & Loan Agreement: Review & Ratification

Copies of the:

- ☐ two page 11/9/09 Memo from David Barnes/Renelle L'Huillier, the Fall 2009 Bond Sale Schedule,
- ☐ the Certificate of Vote Regarding Authorization of Bonds and Approval of Loan Agreement with the NH Municipal Bond Bank
- ☐ and Loan Agreement

were distributed [Appendix H]. Mr. Chanis confirmed the interest rate is unknown until the sale, scheduled for 12/2/09; the documents are needed back at the Bond Bank by tomorrow.

4:27 Motion: to authorize the County to enter into the \$6,900,000 loan agreement with the NH Municipal bond Bank and adopt the Certificate of Vote regarding authorization of bonds and approval of loan agreement with the NH Municipal bond Bank, with issuance of the bond used for the purpose of upgrades to the existing Sullivan County correction facility and to construct a new community corrections center.

Made by: Jarvis. Seconded by: Nelson.

Voice vote: All in favor.

In response to Mr. French's comment that the Certificate of Vote spells out more than what it is in the motion, Mr. Chanis indicated the Certificate is placed into the meeting minutes as read by the Commissioners. Mr. French noted they needed to take into account budgeting for expenses. Mr. Chanis commented that there were no additional fees other than the interest and bond. Mr. French debated this issue noting legislation set it up where all municipalities carry the expense load should no bonds be issued by the NH Bond Bank, plus all are obligated to pay administration fees upon issuances of bonds. Mr. Chanis again noted he was assured many times by two separate representatives of the NH Bond Bank there would be no additional fees. He confirmed he would speak again with Mr. Barnes.

At this point, the Commissioners, County Treasurer and Administrator ratified the documents.

Public Participation

Representative Rodeschin noted all her continuants are pleased with the County tax rates. Candidate Steve Cunningham introduced himself, noted he was running for District 2 spot [vacated by Anthony Maiola].

4:33 Representative Rodeschin and Steve Cunningham left the meeting

Agenda Item No. 6. Commissioners' Report

Agenda Item No. 6.a. Review HR Gift Card Recommendations & Decision on How to Distribute

The Board reviewed the recommendations from HR Assistant, Sam Fletcher and requested her to purchase Hannaford gift cards and use a flyer to distribute their holiday message. Mr. Chanis confirmed he'd draft the flyer.

Agenda Item No. 7. Public Participate

Larry Converse, Claremont Citizen: noticed the river bank does not look any better than before [on the property in Claremont that the sewer line travels through from the Unity Complex to the Claremont treatment plant]; he's not heard anything from Claremont regarding the cribbing work they were supposed to do and is concerned; he attended a Claremont Council meeting and all they say is that "they are looking into it". Mr. Chanis will brief John Cressy, new County Facilities Director, and ask him to follow up. Commissioner Barrette confirmed he'd also try to catch up with the Claremont Public Works Director.

Larry Converse, Claremont Citizen: indicated he's still waiting for the CCC construction pictures to be posted to the County web site. Commissioner Jarvis commended Commissioners' Office Staff, Laurie Geer, for distributing the picture of the escaped convict to them via e-mail. Ms. Callum confirmed the pictures were received [from DOC], there were many, and was probably taking a while to go through and load, but she would follow up with Ms. Geer.

4:46 Motion: to go into Executive Session Per RSA 91-A.3.II.c to discuss personnel and a DOC security breach.
Made by: Nelson. Seconded by: Jarvis.
Discussion: Those in Executive Session were the three Commissioners, Supt. Cunningham, County Administrator and minute taker.
Roll call vote: All in favor

5:04 Motion: to come out of Executive Session.
Made by: Nelson. Seconded by: Jarvis.
Voice vote: All in favor.

No formal decision was required regarding the Executive Session topic.

Agenda Item No. 8 Meeting Minutes Review

Agenda Item No. 8.a. – b October 1 Public & Executive Session
Ms. Callum noted the 10/1/09 were still not ready.

Agenda Item No. .8.c. October 22, 2009 Public Meeting Minutes

5:08 Motion: to accept the 10/22/09 public meeting minutes.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.

Agenda Item No. 8.d. October 22, 2009 3:55 PM Executive Session

5:09 Motion: to accept and keep sealed, permanently, the 10/22/09 3:55 PM Executive Session minutes.
Made by: Nelson. Seconded by: Jarvis
Voice vote: All in favor

Agenda Item No. 8.e. October 22, 2009 4:15 PM Executive Session

5:10 Motion: approve and release the 10/22/09 4:15 PM Executive Session meeting minutes.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.

Agenda Item No. 8.f. November 5, 2009 Public Meeting Minutes

5:10 Motion: to accept the 11/5 public meeting minutes as typed.
Made by: Jarvis. Seconded by: Nelson.
Voice vote: Barrette & Jarvis voted in favor. Nelson abstained as he was not at the meeting.

Agenda Item No. 8.g. November 9, 2009 Special Meeting Minutes

5:11 Motion: to accept the 11/9/09 minutes.
Made by: Nelson. Seconded by: Jarvis.
Voice vote: All in favor.

5:12 Motion: to adjourn
Made by: Jarvis. Seconded by: Nelson.
Voice vote: All in favor.

Respectfully submitted,



Ethel Jarvis, Clerk
Board of Commissioners

EJ/s.j.c.

Date signed: 12-3-09



Sullivan County NH, Board of Commissioners
Meetings & Special Awards Presentation
For

Thu. Nov. 19, 2009

1:30 PM – 2:30 PM

Executive Session Per RSA 91-A:3,II.a & c.
Employee Performance Review

Location: Business Conference Room, 1st Floor, Sullivan
County Health Care, Unity NH

Regular Business Meeting – 3PM
AGENDA – 2nd Revision

Location: Unity County Complex

Sullivan County Health Care Facility
5 Nursing Home Drive, Unity NH 03743

- | | | |
|-------------------|----|--|
| 3:00 PM – 3:30 PM | 1. | NHAC Employee of the Year Presentation to
Brad Bennett, County Master Electrician |
| | | NHAC Legislature of the Year Presentation to
Senator Bob Odell |
| 3:30 PM – 3:45 PM | 2. | DOC Superintendent's Report
a. Census
b. Staffing
c. ASAI (Kevin Warwick) Contract Discussion |
| 3:45 PM – 4:00 PM | 3. | Sullivan County Health Care
Administrator's Report
a. Census
b. Staffing |



- 4:00 PM – 4:10 PM 4. Strategic Prevention Framework (SPF / Communities United For Substance Abuse Prevention Coalition
- a. FY10 & FY11 SPF with FY09 Carry Over: Agreement, Certificate of Vote, & Budget Forms
 - b. Drug Free Communities Mentoring Program RFA Discussion
- 4:10 PM – 4:30 PM 5. County Administrator's Report
- a. NH Primex Workers' Compensation & Property / Liability Programs
 - ☐ Proposed motion: [Resolution to accept the Multi Year Discount Programs]
 - b. Community Corrections Center Update Community Corrections Center
 - c. NH Municipal Bond Bank Certificate of Vote & Loan Agreement: Review & Ratification
 - ☐ *Proposed motion: authorize the County to enter into the \$6,900,000 Loan Agreement with the NH Municipal Bond Bank and adopt the Certificate of Vote regarding authorization of bonds and approval of loan agreement with the NH Municipal Bond Bank, with issuance of the bond used for the purpose of upgrades to the existing Sullivan County correction facility and to construct a new community corrections center.*
- 4:30 PM – 4:45 PM 6. Commissioners' Report
- a. Review HR gift card recommendations & decision on how to distribute
 - b. FY09 County Annual Report Status
- 4:45 PM – 5:00 PM 7. Public Participation
- 5:00 PM – 5:10 PM 8. Meeting Minutes Review
- a. Oct 1, 2009 Public Meeting Minutes
 - b. Oct 1, 2009 Executive Session Minutes
 - c. Oct 22, 2009 Public Meeting Minutes
 - d. Oct 22, 2009 3:55 PM Executive Session Minutes
 - e. Oct 22, 2009 4:15 PM Executive Session Minutes
 - f. Nov 5, 2009 Public Meeting Minutes
 - g. Nov 9, 2009 Special Meeting Minutes
- 5:10 PM 9. Adjourn meeting



Upcoming Events / Meetings:

- **Nov. 20th Fri., 3PM** ***Request For Bids Deadline: Vehicle Financing Bids for a Facilities Truck and Sullivan County Health Care Van***
- **Nov. 23rd –27th** **National Family Week**
- **Nov. 23rd Mon.** **Sullivan County Health Care (SCHC) - PIE BAKING CONTEST**
 - **Time: 1 PM**
 - Place: Unity, 5 Nursing Home Drive, 1st Floor, Activities Room
 - All welcome to participate with an entry; or, just sample the delicious pies – while they last!
- **Dec. 3rd Thu. Next Board of Commissioners Meeting**
 - **Time: 3 PM**
 - Place: Newport, 14 Main Street – 1st Floor Commissioners Conference Room
- **Dec. 11th Fri. SCHC – FAVORITE HOLIDAY DESSERT CONTEST**
 - **Time: 1 PM**
 - Place: Unity, 5 Nursing Home Drive, 1st Floor Activities Room
 - All welcome to participate with an entry; or, just sample the delicious desserts – while they last!

WITH SEAL

CERTIFICATE OF VOTE

I, **JEFFREY BARRETTE** of **COUNTY OF SULLIVAN** do hereby certify that:

1. I am the duly elected **COMMISSIONER CHAIR** of the **COUNTY OF SULLIVAN NH**
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on **NOVEMBER 19, 2009**;

RESOLVED: That this corporation enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the **COUNTY ADMINISTRATOR** is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. **GREG CHANIS** is the duly appointed **COUNTY ADMINISTRATOR** of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **NOVEMBER 19, 2009**.

IN WITNESS WHEREOF, I have hereunto set my hand as the **COMMISSIONER CHAIR** of the corporation this 19TH day of **NOVEMBER, 2009**.



(CORPORATE SEAL)



AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 19 day of November, 09 by and between the State of New Hampshire acting by and through its Division of Community Based Care Services, Bureau of Drug & Alcohol Services, of the Department of Health and Human Services, (hereinafter referred to as the "Division") and the Sullivan County, Purchase Order Number 101422, a corporation organized under the laws of the State of New Hampshire, with a place of business at 14 Main Street, Newport, NH 03773 (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") This Agreement was originally approved by Governor Council on August 22, 2007, Item # 209, and amended on June 17, 2009, Item # 156, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Division of certain sums as specified therein;

WHEREAS, pursuant to the provision of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council;

WHEREAS, the Provider and the Division have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:**

The Agreement is hereby amended as follows:

Amend Section 1.8 of the General Provisions by increasing the Price Limitation by \$75,467.78 from \$754,819.00 to \$830,286.78.

Exhibit A – Scope of Services

The original scope of services remains in force with the addition of the following services;

- a. Community marketing and engagement to organize information and disseminate to developed target audiences.

Including:

- Develop Document Describing the Local Substance Abuse Problem
 - Promote and Hold Fall Conference
 - Plan Community Forums
 - Establish Quarterly Coalition Newsletter
 - Establish Plan for Other Regular Communication Tools to include website structure and marketing updates, monthly messages, quarterly coalition updates for internal audience and master coalition resource database.
- b. Collaborative development and capacity building through strategic targeting of grant and resource development.
- c. Establish programs for Coalition Councils, that will be building capacity through strategic selection of evidence-based programs to address the primary risk factor of social norms and corresponding contributing factors.

Exhibit B – Contract Price

The contract price shall increase by \$75,467.78 for SFY 2010. The contract shall total \$830,286.78 for the contract term.

Funding in the amount of \$75,467.78 is available from 010-095-53810000-102-500734, 100% Federal Funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework State Incentive Grant.

2. Effective Date of Amendment:

This Amendment shall take effect on January 1, 2010 or the date of Governor and Council approval, whichever is later.

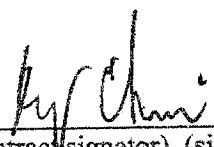
3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Division of Community Based Care Services

By: _____
Nancy L. Rollins
Associate Commissioner

By:  _____
(contract signator), (signator's title)
Greg Chanis, County Administrator
Sullivan County
(legal name of agency)

B.4.

STATE OF NEW HAMPSHIRE
COUNTY OF Sullivan

On this the 19th day of November 2009 before me, Peter Farrand,
(name of notary)
the undersigned officer, Greg Chanis personally appeared who acknowledged him ~~himself~~
(contract signatory)
to be the County Administrator of the County of Sullivan NH,
(signatory's title) (legal name of agency)
a corporation, and that he ~~was~~, as such County Administrator, being authorized so to do,
(signatory's title)
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by him ~~himself~~ as County Administrator of the County of Sullivan NH.
(signatory's title) (legal name of agency)

In witness whereof I hereunto set my hand and official seal.

PETER F. FARRAND, Notary Public
My Commission Expires January 4, 2010
My Commission expires:

Peter Farrand
Notary Public/Justice of the Peace
PETER F. FARRAND, Notary Public
My Commission Expires January 4, 2010

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

Date: _____

I hereby certify that the foregoing contract was approved by the Governor and Council of the
State of New Hampshire at the Meeting on: _____.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

CERTIFICATE OF COVERAGE

B.S.

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:	
Sullivan County 14 Main Street Newport, NH 03773		606	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (month/year)	Expiration Date (month/year)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form)	7/01/2009	7/01/2010	Each Occurrence	\$2,000,000
<input type="checkbox"/> Professional Liability (describe)			General Aggregate	\$2,000,000
<input type="checkbox"/> Claims Made			Fire Damage (Any one fire)	\$
<input type="checkbox"/> Occurrence			Med Exp (Any one person)	\$10000
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$ 1,000,000
			Disease - Each Employee	\$ 1,000,000
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:

Description: Proof of coverage for the Strategic Prevention Framework (SPF) grant contract no. 211017-09/10/11, which the County of Sullivan NH, Greg Chanis-Administrator, is fiscal agent for. Liz Hennig is the Regional SPF / CUFSAP Coordinator.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Department of Health & Human Services Attn: Katy Kopp 105 Pleasant Street Concord, NH 03301			By: <i>Maria Panait</i>
			Date: 11/13/2009 mpanait@nhprimex.org
			Please direct inquiries to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

B6

**New Hampshire Department of Health and Human Services
Division of Community Based Care, Bureau of Drug and Alcohol Services
AMENDMENT BUDGET FORM**

Program Name: Strategic Prevention Framework Region D

Budget Request for: Strategic Prevention Framework Region D
(Name of RFP)

Budget Period: 7/1/10 - 9/30/10

1. Total Salary/Wages	\$	13,000	\$	-	\$	13,000
2. Employee Benefits	\$	2,512	\$	-	\$	2,512
3. Consultants	\$	500	\$	-	\$	500
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	250	\$	-	\$	250
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	771	\$	-	\$	771
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	-	\$	-	\$	-
6. Travel	\$	1,600	\$	-	\$	1,600
7. Occupancy	\$	600	\$	-	\$	600
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	295	\$	-	\$	295
Postage	\$	741	\$	-	\$	741
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	600	\$	-	\$	600
Insurance	\$	250	\$	-	\$	250
Board Expenses	\$	250	\$	-	\$	250
9. Software	\$	250	\$	-	\$	250
10. Marketing/Communications	\$	879			\$	879
11. Staff Education and Training	\$	1,050			\$	1,050
12. Subcontracts/Agreements	\$	20,063	\$	7,753.78	\$	27,818.78
13. Other (specific details mandatory):	\$	12,450			\$	12,450
Capacity Grant Development	\$	-	\$	2,500	\$	2,500
Programs for Council Selection	\$	-	\$	3,840	\$	3,840
Information Cost	\$	-	\$	1,000	\$	1,000
Sub-Total Direct Costs	\$	56,063	\$	15,094	\$	71,157
14. Indirect Costs (not to exceed 8%)	\$	2,000	\$	-	\$	2,000
TOTAL	\$	58,063	\$	15,093.78	\$	73,156.78

DHHS Program/Section Manager Approval

HC
initials

6.7.

**New Hampshire Department of Health and Human Services
Division of Community Based Care, Bureau of Drug and Alcohol Services
AMENDMENT BUDGET FORM**

Program Name: Strategic Prevention Framework Region D

Budget Request for: Strategic Prevention Framework Region D
(Name of RFP)

Budget Period: 7/1/09 - 6/30/10

1. Total Salary/Wages	\$	52,000	\$	-	\$	52,000
2. Employee Benefits	\$	10,049	\$	-	\$	10,049
3. Consultants	\$	2,000	\$	-	\$	2,000
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	1,000	\$	-	\$	1,000
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	3,082	\$	-	\$	3,082
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	-	\$	-	\$	-
6. Travel	\$	6,400	\$	-	\$	6,400
7. Occupancy	\$	2,400	\$	-	\$	2,400
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	1,178	\$	-	\$	1,178
Postage	\$	2,964	\$	-	\$	2,964
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	2,400	\$	-	\$	2,400
Insurance	\$	1,000	\$	-	\$	1,000
Board Expenses	\$	1,000	\$	-	\$	1,000
9. Software	\$	1,000	\$	-	\$	1,000
10. Marketing/Communications	\$	3,516	\$	-	\$	3,516
11. Staff Education and Training	\$	4,200	\$	-	\$	4,200
12. Subcontracts/Agreements	\$	80,263	\$	31,014	\$	111,277
13. Other (specific details mandatory):	\$	49,800	\$	-	\$	49,800
Capacity Grant Development	\$	-	\$	10,000	\$	10,000
Programs for Council Selection	\$	-	\$	15,360	\$	15,360
Information Cost	\$	-	\$	4,000	\$	4,000
Sub-Total Direct Costs	\$	224,252	\$	60,374	\$	284,626
14. Indirect Costs (not to exceed 8%)	\$	8,000	\$	-	\$	8,000
TOTAL	\$	232,252	\$	60,374	\$	292,626

DHHS Program/Section Manager Approval

LC.
initials

Drug Free Communities Grant: Methods for Parent Engagement
Community Planning Meeting
November 4, 2009
Sugar River Savings Bank, Community Room

Released by:	Office of National Drug Control Policy (ONDCP) and Substance Abuse and Mental Health Services Administration (SAMHSA)
Purpose:	Establish and strengthen collaboration among communities to prevent and reduce substance abuse among youth; and to reduce substance abuse among youth and, over time among adults by addressing risk factors and increasing protective factors.
Timeframe	<ul style="list-style-type: none"> • January: Request for Applications (RFA) public • March: Applications are due • March/April: Screened for format and related HHS requirements • April: Screened for statutory eligibility by CSAP & ONDCP in April of each year • May/June: Peer Review Process • June/July: Rank ordered; "Package" completed by SAMHSA & approved by ONDCP • August: Funding decisions announced • August/September: Training Triage by SAMHSA POs • December: Mandatory New Grantee Training in DC
Principal Mission	<ul style="list-style-type: none"> • Must have the goal of reducing substance abuse among youth as part of the mission. • Must address multiple drugs = more than one. Evidence will be found throughout the application
Requirements	<ul style="list-style-type: none"> • 6 months of existence • Involvement from all 12 Sectors • Utilization of environmental strategies • Must be submitted by a community coalition
12 Sectors	<ol style="list-style-type: none"> 1. Youth (must be under the age of 18) 2. Parents 3. Business 4. Media 5. School 6. Youth-serving organization 7. Law Enforcement 8. Religious/Fraternal organization

	<ul style="list-style-type: none"> 9. Civic/Volunteer group (Lions, Rotary, AmeriCorps, etc.—cannot be just a “volunteer” on your coalition) 10. Healthcare Professional (doctor, nurse, dentist, pharmacists, etc.) 11. State/Local/Tribal Government agency with expertise in substance abuse (State/Local Prevention/Treatment director) 12. Other organization involved in reducing substance abuse (MUST have substance abuse as a main focus)
Funding Cycle	<p>The DFC grant provides up to \$125k annually in two 5 year cycles. A reduced 11th year grant can be requested.</p> <p>Becoming a DFC grant recipient is known to open the doors to additional funding opportunities and has proven success for imbedding prevention in the community.</p>
Targeted Risk Factors	<ul style="list-style-type: none"> 1. The community is unaware of the risks to youth, and the economic impact of underage drinking 2. Lack on ongoing parent / caregivers engagement with youth 3. Need for prevention programs imbedded in community institutions 4. Lack of support for enforcement of underage drinking laws 5. Community lacks a comprehensive approach to address the growing rate of young adult prescription drug use through prevention strategies
Objectives for Parent Engagement	<p>* Needs to stem from real data (Strategic Prevention Framework, focus groups, and / or other pertinent data) and be identified as effective methods for the purpose of preventing and reducing substance abuse among youth</p>

**Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Prevention**

**Drug Free Communities Mentoring Program
(Initial Announcement)**

Request for Applications (RFA) No. SP-09-003

Catalogue of Federal Domestic Assistance (CFDA) No.: 93.276

TABLE 1: KEY DATES

Application Deadline	April 24, 2009
Intergovernmental Review (E.O. 12372)	Letters from State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.
Public Health System Impact Statement (PHSIS)/SSA Coordination	Applicants must send the PHSIS to appropriate State and local health agencies by application deadline. Comments from Single State Agency are due no later than 60 days after application deadline.

EXECUTIVE SUMMARY

The Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP) announce the availability of funds for new FY 2009 Drug Free Communities Mentoring Program (DFC Mentoring) grants.

The purpose of the DFC Mentoring Program is to provide grant funds to existing DFC grantees so that they may serve as Mentors to newly-formed and/or developing coalitions that have never received a DFC grant. Mentoring grant funds should be used for the direct benefit of the Mentee Community/Coalition. Through the support of DFC mentoring funds, Mentor Coalitions are expected to share their expertise with non-grantee coalitions (Mentee Community/Coalition) and enable them to function independently in their community. Funding through this grant should support access for the Mentee Community/Coalition to the training and technical assistance necessary to help them form a community coalition and pursue a DFC grant. It is the intent of the DFC Mentoring Program that communities mentored through this effort will form functioning coalitions working to reduce youth substance abuse at the community level, and that those coalitions should meet the basic eligibility criteria of the DFC program and be able to address the two primary DFC goals listed below.

DFC Mentoring grants are designed to support the overall goals of the Drug Free Communities Program, a collaborative initiative led by ONDCP in partnership with SAMHSA. The DFC Program has two primary goals:

- Establish and strengthen collaboration among communities, private nonprofit agencies, and Federal, State, local and tribal governments to support the efforts of community coalitions to prevent and reduce substance abuse among youth.
- Reduce substance abuse among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse. (Substances include, but are not limited to, narcotics, depressants, stimulants, hallucinogens, marijuana, inhalants, alcohol and tobacco, where their use is prohibited by Federal, State, or local law.) *Note: DFC-funded coalitions MUST focus on multiple drugs of abuse. When the term "drug" or "substance" is used in this funding announcement, it is intended to include all of the above drugs.*

Funding Opportunity Title:	Drug Free Communities Mentoring Program
Funding Opportunity Number:	SP-09-003
Due Date for Applications:	April 24, 2009
Anticipated Total Available Funding:	\$1.2 million
Estimated Number of Awards:	16 (one award per grantee)
Estimated Individual Award Amount:	Up to \$75,000 per year
Length of Project Period:	Up to 2 years
Eligible Applicants:	Only existing DFC grantees are eligible to apply. [See Part III of this RFA for complete eligibility information.]

To: Supt. Cunningham
 From: Lt. Roberts
 Ref: population Breakdown

Thursday November 19, 2009

POPULATION DATA:

House of Corrections	Pre-Trial Inmates	Protective Custody
Male - 32	Male - 34	Male - 0
Female - 4	Female - 5	Female - 0

THU- Included in the total of HOC male inmates above

Male- 15
 Female- 0

Total Population (In House) - 75

Total Population November 19, 2008(in House) 86

Home Confinement/EM	Weekender	Merr County
Male - 4	Male - 2	Male- 3
Female - 4	Female - 0	Female- 2
NHSP/SPU	Grafton County	Cheshire County
Male - 3	Admin Transfer	Admin Transfer
Female - 2	Male - 2	Male - 2
	Female - 1	Female - 3
Hillsborough County	Southeastern/far/step one	Strafford Cnty
Admin Transfer		
Male - 3	Male - 1	Male- 0
Female - 0	Female - 2	Female- 0
Belknap County	Carroll County	Escapees
Male- 0	Male- 1	Male- 1
Female- 0	Female- 0	Female- 0

Total Census - 111

Total Census November 19, 2008- 128

Temp Hold for other jurisdictions- Included in the above in house Total population

Cheshire	Merrimack County	New Hampshire SP	Carroll
Male- 1	Male- 2	Male- 0	Male- 0
Female- 0	Female- 0	Female-1	Female-0

Pre-Trial Services- 19
 Male- 12
 Female- 7

COPY

MEDICARE							
	October 2008 Compare	October 2008 AVG CENSUS	October 2009 Actual	October 2009 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	353	11	304	10	341	11	-37
REVENUE	\$173,813.41		\$154,566.72		\$158,565.00		-\$3,998.28
AVERAGE RATE PER DAY	\$492.39		\$508.44		\$465.00		\$43.44

PRIVATE							
	October 2008 Compare	October 2008 AVG CENSUS	October 2009 Actual	October 2009 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	654	21	730	24	620	20	110
REVENUE	\$135,080.00		\$159,080.00		\$133,300.00		\$25,780.00
AVERAGE RATE PER DAY	\$206.51		\$217.92		\$215.00		\$2.92

MEDICAID							
	October 2008 Compare	October 2008 AVG CENSUS	October 2009 Actual	October 2009 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	3,117	101	3,279	106	3,379	109	-100
REVENUE	\$481,794.69		\$491,554.89		\$513,608.00		-\$22,053.11
AVERAGE RATE PER DAY	\$154.57		\$149.91		\$152.00		-\$2.09

HCBC (RESPITE)							
	October 2008 Compare	October 2008 AVG CENSUS	October 2009 Actual	October 2009 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	0	0	0	0		0	0
REVENUE	\$0.00		\$0.00		\$424.66		-\$424.66
AVERAGE RATE PER DAY	#DIV/0!		\$0.00		\$0.00		\$0.00

MANAGED CARE							
	October 2008 Compare	October 2008 AVG CENSUS	October 2009 Actual	October 2009 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	28	1	0	0		0	0
REVENUE	\$9,800.00		\$0.00				\$0.00
AVERAGE RATE PER DAY	\$350.00		#DIV/0!				#DIV/0!

	October 2008 Compare		October 2009 Actual				
TOTAL CENSUS	4,152		4,313				
AVERAGE CENSUS		133.9		139.1		140.0	

MEDICARE B REVENUE							
	ACTUAL		October 2009 Actual		BUDGETED		VARIANCE
	\$36,911.17		\$46,896.42		\$35,061.42		\$11,835.00

TOTAL MONTHLY REVENUE VARIANCE	\$11,139
--------------------------------	----------

Revenue Review thru 10/31/2009		123	Days					
	Budget	4 mth Budget		YTD		Variance		
Medicaid	6,047,320	2,037,864		1,962,560		(75,304)		
Private	1,569,500	528,900		591,570		62,670		
Insurance	15,000	5,055		12,580		7,525		
Respite (HCBC)	5,000	1,685		3,590		1,905		
Medicaid Assessment	1,830,110	457,528		447,449		(10,078)		Paid quarterly
ARRA				70,472		70,472		
Medicare Part B (Total)	412,820	139,115		203,738		64,624		
Medicare Part A	1,866,975	629,145		537,737		(91,408)		
Proshare	500,000							Paid at end of FY
Net Variance from Operations						30,406		
Net Variance without ARRA						(40,067)		
Misc Income	5,000	1,685		4,101		2,416		
Laundry	75,000	25,274		27,225		1,951		
Cafeteria	13,000	4,381		6,276		1,895		
Meals	371,664	125,246		123,888		(1,358)		
YTD Variance		3,955,876		3,991,187		35,310		
	12,711,389							

F.B.

Sullivan County Nursing Home
Quarterly Resident Census

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
Jul-09	4836	3330	80.84%	586	14.23%	203	4.93%	0	0.00%	0	0.00%	0	0.00%	4119	85.17%
Aug-09	4836	3297	79.25%	671	16.13%	192	4.62%	0	0.00%	0	0.00%	0	0.00%	4160	86.02%
Sep-09	4680	3213	76.94%	645	15.45%	296	7.09%	22	0.53%	0	0.00%	0	0.00%	4176	89.23%
1ST QUARTER	14,352	9,840	79.00%	1,902	15.27%	691	5.55%	22	0.18%	0	0.00%	0	0.00%	12,455	86.78%
Oct-09	4836	3279	76.03%	730	16.93%	304	7.05%	0	0.00%	0	0.00%	0	0.00%	4313	89.19%
Nov-09	4680		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
Dec-09	4836		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
2ND QUARTER	14,352	3,279	76.03%	730	#DIV/0!	304	#DIV/0!	0	0.00%	0	0.00%	0	0.00%	4,313	30.05%
Jan-10	4836		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
Feb-10	4368		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
Mar-10	4836		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
3RD QUARTER	14,040	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Apr-10	4680		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
May-10	4836		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
Jun-10	4680		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	0.00%
4TH QUARTER	14,196	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
FY '10 TOTAL	56,940	13,119	78.24%	2,632	15.70%	995	5.93%	22	0.13%	0	0.00%	0	0.00%	16,768	29.45%
YTD AVG.		106.7		21.4		8.1		0.2						136.3	

Average
Census P/Qtr
135.4



RESIDENT CENSUS - FY 09

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
1ST QUARTER	14,352	8,970	74.56%	2,047	17.01%	953	7.92%	17	0.14%	44	0.37%	0	0.00%	12,031	83.83%
2ND QUARTER	14,352	9,447	76.78%	1,973	16.04%	801	6.51%	3	0.02%	80	0.65%	0	0.00%	12,304	85.73%
3RD QUARTER	14,040	9,448	75.11%	2,164	17.20%	916	7.28%	0	0.00%	51	0.41%	0	0.05%	12,579	89.59%
4TH QUARTER	14,196	9,826	75.66%	1,890	14.55%	1263	9.73%	0	0.00%	8	0.25%	0	0.00%	12,987	91.48%
FY '09 TOTAL	56,940	37,691	75.53%	8,074	16.18%	3933	7.88%	20	0.04%	183	0.37%	0	0.01%	49,901	87.64%
AVGERAGE		103.3		22.1		10.8								136.7	

130.8

133.7

139.8

142.7

F4

Medicare Length of Stay Analysis
Sullivan County Health Care (SC)

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	Oct 2009	Sep 2009	Aug 2009	Jul 2009	Jun 2009	May 2009	Apr 2009	Mar 2009	Feb 2009	Jan 2009	Dec 2008	Nov 2008	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	17	11	17	11	8	7	18	17	17	16	13	11	163	139
MCR # Admits & Readmits	11	7	11	5	5	6	16	12	5	10	6	7	101	88
MCR # Discharges from facility	4	4	5	3	7	6	3	4	1	4	2	2	45	41
MCR Discharged LOS	17.3	35.8	10.6	59.0	49.1	39.8	19.0	25.8	14.0	35.0	25.0	53.5	33.2	32.7
MCR # End or A/R Change	6	3	2	6	4	5	5	8	8	3	2	6	58	50
MCR End or A/R Change LOS	58.7	36.7	81.0	59.8	50.3	31.6	24.0	58.9	36.9	26.0	65.5	51.2	47.1	45.9
Total Average MCR LOS	42.1	36.1	30.7	59.6	49.5	36.1	22.1	46.8	34.3	31.1	45.3	51.8	41.0	39.8
Total MCR Days	304	296	192	203	349	460	454	286	321	309	222	226	3622	3174
Rehab RUGs	298	266	192	190	349	449	447	283	309	263	204	207	3457	3046
% of Total MCR Days	98%	90%	100%	94%	100%	98%	98%	99%	96%	85%	92%	92%	95%	96%
Non-Rehab RUGs	6	30		13		11	7	3	12	46	18	19	165	128
% of Total MCR Days	2%	10%		6%		2%	2%	1%	4%	15%	8%	8%	5%	4%
Default Days														
% of Total MCR Days														
A ADL (low dependency)		43	7		19	32	28	48	53	42	50	59	381	272
% of Total MCR Days		<15%	4%		5%	7%	6%	17%	17%	14%	23%	26%	11%	9%
B ADL (medium dependency)	204	124	88	125	159	186	210	103	202	214	165	104	1884	1615
% of Total MCR Days	67%	42%	46%	62%	46%	40%	46%	36%	63%	69%	74%	46%	52%	51%
C ADL (high dependency)	100	129	97	78	171	242	216	135	66	53	7	63	1357	1287
% of Total MCR Days	33%	44%	51%	38%	49%	53%	48%	47%	21%	17%	3%	28%	37%	41%
Medicare Net Revenue	\$ 154,567	\$ 149,528	\$ 98,685	\$ 108,078	\$ 192,852	\$ 250,082	\$ 246,928	\$ 147,514	\$ 164,585	\$ 146,885	\$ 110,110	\$ 118,325	\$ 1,888,137	\$ 1,659,702

Note: This report includes only the selection criteria listed below.
Effective Date From 10/1/2009 Thru 10/31/2009

F.5.

Summary Admission / Discharge List

Sullivan County Health Care (SC)

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<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
MCD	Assisted Living	1	
	Expired		5
	Hospital	3	5
	<i>MCD Subtotal</i>	<u>4</u>	<u>10</u>
MRA	Home	2	2
	Hospital	9	2
	<i>MRA Subtotal</i>	<u>11</u>	<u>4</u>
PVT	Assisted Living	1	
	Home		1
	Hospital	1	
	<i>PVT Subtotal</i>	<u>2</u>	<u>1</u>
<i>Total</i>		<u>17</u>	<u>15</u>

Note: This report includes only the selection criteria listed below.
Effective Date From 7/1/2009 Thru 10/31/2009

F.6

Summary Admission / Discharge List

Sullivan County Health Care (SC)

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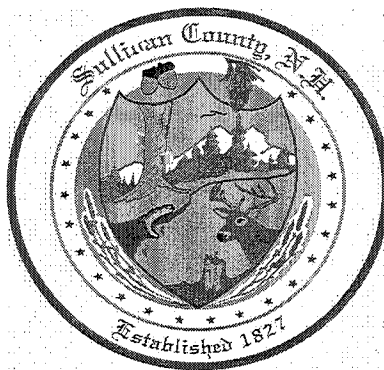
<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
HCB	Home	2	2
	<i>HCB Subtotal</i>	<u>2</u>	<u>2</u>
MCD	Assisted Living	1	
	Expired		8
	Home	4	4
	Hospital	7	16
	Nursing Home	1	
	<i>MCD Subtotal</i>	<u>13</u>	<u>28</u>
MRA	Unknown		1
	Expired		2
	Home	7	8
	Hospital	27	7
	Nursing Home		1
	<i>MRA Subtotal</i>	<u>34</u>	<u>19</u>
PVT	Assisted Living	1	
	Expired		2
	Home	4	3
	Hospital	2	1
	<i>PVT Subtotal</i>	<u>7</u>	<u>6</u>
<i>Total</i>		<u>56</u>	<u>55</u>

Interim Aged Analysis
Sullivan County Health Care (SC)
For the Month of October, 2009

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Resident (Res #)(Discharge Date)

Type Balance	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Balance
Interim Aged Analysis Summary														
HCB		3,590.40										160.32-	2,283.20	5,713.28
INS	11,913.65	12,239.23	4,435.97	9,312.25	7,119.60	3,295.71	2,729.17-	3,636.10	2,339.71	4,066.32	6,806.28	11,648.53	104,219.97	178,304.13
MCD	397,962.03	24,558.13	24,024.22	20,461.41	11,387.98	12,820.86	405.53	6,595.97	883.24	107.21-	541.18	3,970.77	71,508.96	575,013.07
MRA	130,269.72	15,650.92	5,636.12	5,232.60	14,235.45	21,559.19	11,958.14	9,888.06		5,603.83	512.00-		9,732.00	229,254.03
MRB	37,516.90	35,241.13	3,748.54	1,282.56	1,214.92	670.75	46.69-	1,604.15	983.90	3,286.56	1,071.18	233.06-	101,131.79	187,474.63
MXA	9,333.38	7,651.38	484.14	1,642.43-	4,957.06	13,884.00	7,075.50	187.88	3,932.56	393.14	2,504.00	2,432.00	63,700.13	114,892.74
MXB	8,412.87	5,402.59	3,421.85	1,207.64	248.01-	339.91-	267.43	626.76	10.19-	273.30-	774.89-	253.91-	24,052.08	41,491.01
PVT	65,163.00	6,954.84	20,885.00-	24,643.50-	1,845.00-	10,908.50	4,954.71	145.00	5,844.00	410.00	15.63	2,774.00	88,666.35	138,462.53
RES	32,272.50	21,780.25	7,340.81	3,753.87-	6,027.59	2,367.64	640.06	1,882.49	1,839.76	546.00	935.44-	7.75	32,274.16-	37,741.38
PHC													375.00-	375.00-
HST	1,477.26				754.11	728.50	27.26	757.28	713.37	81.78	6.90	726.40		5,272.86
	694,321.31	133,068.87	28,206.65	7,456.66	43,603.70	65,895.24	22,552.77	25,323.69	16,526.35	14,009.12	8,722.82	20,912.16	432,645.32	1,513,244.66
	46%	9%	2%	0%	3%	4%	1%	2%	1%	1%	1%	1%	29%	100%



**YOU ARE CORDIALLY INVITED TO OUR
HEALTH CARE NETWORKING BREAKFAST**

**SULLIVAN COUNTY HEALTH CARE
5 NURSING HOME DRIVE
UNITY, NH**

In the Ground Floor Recreation Room

Thursday, November 19th from 8:00 am to 9:30 am

Speakers from Lake Sunapee Hospice
and CT Valley Home Care & Hospice
will be sharing information on hospice services

We hope you will join us for this opportunity to network with
other health care providers in our community
Breakfast Buffet provided

**RSVP by November 11th with number of attendees
Susan Bergeron ~ 603-542-9511 ext. 292
Bring a business card to enter the drawing!**

November 20, 2009

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

Fax Numbers

Claims
(603) 228-3833

Coverage Programs/
Education & Training
(603) 228-3905

Primex³ Health/
Finance & Administration
(603) 226-6903

Member Services/
Risk Management Services
(603) 228-0650

Sharon Johnson-Callum, Administrative Assistant
Sullivan County
14 Main Street
Newport, NH 03773

Property & Liability Member Contribution Summary July 1, 2010 – July 1, 2011

Dear Sharon:

On behalf of the entire Property & Liability Program staff, we thank you for your continued trust and partnership and look forward to the upcoming year. Our goal is to provide our members with the best service, value, and coverage.

Enclosed please find your Not-To-Exceed (NTE) Property & Liability Member Contribution Summary for July 1, 2010 to July 1, 2011. Please understand that the enclosed "Member Contribution Summary" is not an invoice. The intent of this Summary is to build awareness of your member contribution and how your performance and exposures affect your 2010-2011 contribution. **Final contribution summary sheet will be issued by April 15, 2010, and will not exceed the amount shown on the enclosed NTE.**

We would like to take this opportunity to highlight risk management initiatives in the Property & Liability Program for the upcoming year which include:

- **Predictable and Stable Costs:** In this economic climate, we continue to refine our underwriting models to ensure members receive predictable and stable pricing to assist in meeting your current budget challenges. Primex³ has sustained our efforts to push down reinsurance and administrative costs through continued negotiations and active claims management. As you may recall, performance is measured on a stable Loss Ratio based on five years of performance (1/1/2004 to 12/31/2008).
- **New Additional Discounts for Multi-Year Agreements:** Members who are eligible and agree to extend their commitment to the program for five (5) years, through July 1, 2015, will receive an enhanced *multi-year discount of 7.5% each year* during that five year period. The five-year Multi-Year Agreement with an enhanced discount will replace any existing Multi-Year Agreement and discount in the respective coverage program. (See enclosed New Additional Discounts flyer for more details.)
- **Multiple Program Discounts Available:** Members who expand coverage to other lines are eligible for additional program discounts. To learn more, please contact your Member Services Team at 1-800-698-2364.
- **PRIME³ Program Discount Rewards the Best Risk Management Practices:** A member who completes the PRIME³ Program (the 10 best risk management practices), will receive an *additional 2.5% discount in each subsequent renewal year for maintaining this designation*. To recognize your efforts during your upcoming coverage period, members who complete PRIME³ by the end of a month will receive a pro-rated discount for the remaining months of the coverage period. For example, a fiscal year member who achieves PRIME³ by

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September 30th would receive a discount for the remaining nine (9) months of the coverage year and the entire discount for the following year. (See enclosed PRIME³ flyer for more details.)

- **New Tools:** "Risk management just got a whole lot easier" through the Primex³ Partner Platform (P³), an online active claims management and reporting system available to our members. (See enclosed P³ flyer for more details).

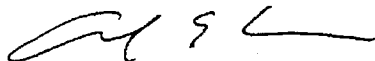
On your Member Contribution Summary, there is an indication of whether you are currently committed to the Primex³ Property & Liability Program for multiple years. Since the indication is "Yes", you are currently in a Multi-Year Agreement and we thank you for your continued trust and partnership. **(Please note the Member Contribution figure includes your current 5% Multi-Year Agreement discount).**

Based on your performance, we are pleased to offer you either an extension of your current Multi-Year Agreement that extends your 5% discount and membership through 7/1/2013 or a new Multi-Year Agreement that provides you with a 7.5% discount and membership through 7/1/2015. (See enclosed Multi-Year Agreements and resolution.) Please return your executed Multi-Year Agreement and resolution by April 30, 2010.

We understand that you have a choice when it comes to your coverage needs and we hope you will give Primex³ the opportunity to broaden our partnership with you. By giving careful consideration to our complete range of coverage options, you can be sure that your local taxpayers are getting the best value. We look forward to working with you to explore alternative coverage and pricing options for all lines of coverage.

Please contact me or your Member Services Consultant with questions at 1-800-698-2364. We would be happy to talk with you or arrange for you to discuss your risk management performance with our experts.

Sincerely,



Carl E. Weber
Director of Member Services

Enclosures

NOVEMBER 16, 2009

Property and Liability Program

MEMBER CONTRIBUTION SUMMARY JULY 1, 2010 - JULY 1, 2011 RENEWAL NOT TO EXCEED

MEMBER: Sullivan County
MEMBER NUMBER: 606

2009

2010

Member Contribution	\$94,515
Multi-Year Agreement	Yes
Property Loss Ratio Adjustment	-\$3,933
Liability Loss Ratio Adjustment	\$ 280
Prime Adjustment	\$ 0
Net member contribution	\$104,635
Net member contribution	\$90,862

Your 2009 Property Values	\$38,879,156
Your 2010 Property Values	\$38,923,156
Change in Property	0%
Your 2009 Payroll (2007 Audited)	\$8,869,547
Your 2010 Payroll (2008 Audited)	\$8,535,705
Change in Payroll	- 4%
Your 2009 Property Loss Ratio	19%
Your 2010 Property Loss Ratio	12%
Pool 2010 Property Loss Ratio	46%
Your 2009 Liability Loss Ratio	35%
Your 2010 Liability Loss Ratio	47%
Pool 2010 Liability Loss Ratio	46%
Change from 2009 to 2010:	
Contribution Amount	-\$13,773
Contribution Percent	-13%

Please contact the Primex³ Member Services Team if you have any questions or comments.

Final contribution summary sheets will be issued by April 15, 2010.

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November 20, 2009



Property & Liability Program
7.5% MULTI-YEAR DISCOUNT PROGRAM AGREEMENT

Primex³ is offering members in our **Property & Liability Program** an opportunity for continued discounts through multi-year agreements. By signing this Agreement, you agree to extend your Membership Agreement for **five (5) years** and Primex³ agrees to discount your calculated member contribution by **seven and a half percent (7.5%)** for each year of the **five (5) year** term. Your annual member contribution will be based upon your exposure base, members' loss experience and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs and realize immediate savings. The discount received in each of the **five (5) years** is conditioned upon a full **five (5) year** commitment to membership in the Primex³ pool and participation in the Property & Liability program.

If you have any questions about this Agreement or any other aspect of your Primex³ membership, please call me or a member of our Member Services Team at 1-800-698-2364.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Weber", is written over a horizontal line.

Carl Weber
Director of Member Services

Property & Liability Program
7.5% MULTI-YEAR DISCOUNT PROGRAM AGREEMENT
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY

By signing this Agreement, the **Sullivan County** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for **five (5) years through July 1, 2015**. It is further understood that the **seven and a half percent (7.5%)** discount is not a rate guarantee and instead the discount will be applied to the calculated annual member contribution based upon the member's exposure base, members' loss experience and the rates established each year by the Primex³ Board of Trustees. The **Sullivan County** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Sullivan County** further acknowledges that by extending its Membership Agreement for five (5) years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during years one (1), two (2), three (3), and four (4) of the five year term, as there is no right to cancel or terminate during years one (1), two (2), three (3) and four (4) but shall be reinstated for the end of year five (5). The **Sullivan County** agrees that failure to provide notice

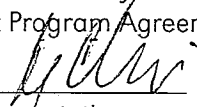
Sullivan County
Member Number: 606

in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool and continuation in the Primex³ Property & Liability program.

Primex³ acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the multi-year agreement, this contract may be terminated by the Member by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this multi-year agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the multi-year discount(s) that was provided to it.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Sullivan County** with legal authority to contractually bind the **Sullivan County** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management and participation in the Property & Liability program. Attached hereto is a duly executed governing body Resolution to Enter Property & Liability 7.5% Multi-Year Discount Program Agreement.



Authorized Representative
of the Governing Body

County Administrator 11/19/2009

Title Date

Greg Chanis

Print Name

Sullivan County
14 Main Street
Newport, NH 03773

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November 20, 2009



RESOLUTION TO ENTER PRIMEX³
Property & Liability 7.5% MULTI YEAR DISCOUNT PROGRAM

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability 7.5% Multi Year Discount Program** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability 7.5% Multi-Year Discount Program**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of Sullivan County adopted on 11/19/2009.

Board: Commissioner Chair
Title of Board

Signature _____

Name: Jeffrey Barrette

Title: County Administrator duly authorized

Date: 11/19/2009

November 20, 2009



Property & Liability Program
5% MULTI-YEAR DISCOUNT PROGRAM AGREEMENT

Primex³ is offering members in our **Property & Liability Program** an opportunity for continued discounts through multi-year agreements. By signing this Agreement, you agree to extend your Membership Agreement for **one (1) year** and Primex³ agrees to discount your calculated member contribution by **five percent (5%)** for that year. Your annual member contribution will be based upon your exposure base, members' loss experience and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs and realize immediate savings. The discount received is conditioned upon a one year commitment to extend membership in the Primex³ pool.

If you have any questions about this Agreement or any other aspect of your Primex³ membership, please call me or a member of our Member Services Team at 1-800-698-2364.

Sincerely,

A handwritten signature in black ink, appearing to be "C. Weber".

Carl Weber
Director of Member Services

Property & Liability Program
5% MULTI-YEAR DISCOUNT PROGRAM AGREEMENT
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY

By signing this Agreement, the **Sullivan County** agrees to extend its risk pool membership and participate in the Primex³ **Property & Liability Program** for **one (1) year through July 1, 2013**. It is further understood that the **five percent (5%)** discount is not a rate guarantee and instead the discount will be applied to the calculated annual member contribution based upon the member's exposure base, members' loss experience and the rates established each year by the Primex³ Board of Trustees. The **Sullivan County** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Sullivan County** further acknowledges that by extending its Membership Agreement for one (1) year, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") applies for the end of the one (1) year extension. The **Sullivan County** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal and continuation in the Primex³ pool.

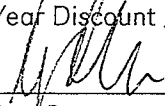
Sullivan County
Member Number: 606

November 20, 2009

Primex³ acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the multi-year agreement, this contract may be terminated by the Member by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this multi-year agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the multi-year discount(s) that was provided to it.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Sullivan County** with legal authority to contractually bind the **Sullivan County** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability program. Attached hereto is a duly executed governing body Resolution to Enter Property & Liability 5% Multi-Year Discount Program Agreement.



 Authorized Representative
 of the Governing Body

County Administrator 11/19/2009
 Title Date

Sullivan County
 14 Main Street
 Newport, NH 03773

Greg Chanis

 Print Name




RESOLUTION TO ENTER PRIMEX³
Property & Liability 5% MULTI YEAR DISCOUNT PROGRAM

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability 5% Multi Year Discount Program** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability 5% Multi-Year Discount Program**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of Sullivan County adopted on 11/19/2009

Board: Commissioner Chair
Title of Board

Signature: 
Name: Jeffrey Barrette

Title: County Administrator duly authorized

Date: 11/19/2009


October 15, 2009

RESOLUTION TO ENTER PRIMEX³
Workers' Compensation 5% MULTI YEAR DISCOUNT PROGRAM

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation 5% Multi Year Discount Program** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation 5% Multi-Year Discount Program**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of Sullivan County adopted on 11/19/09.
Date

Board: County Commissioner, Chair
Title of Board

Signature 
Name: Jeffrey Barrette

Title: County Administrator duly authorized

Date: 11/19/2009

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L O A N A G R E E M E N T

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AGREEMENT, dated the day of December, 2008, between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Sullivan County** (hereinafter referred to as the "Governmental Unit"):

W I T N E S S E T H :

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (hereinafter referred to as the "Loans") to the Governmental Unit and the Governmental Unit is authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal bonds (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **\$6,900,000** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (hereinafter referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit by the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

1. The following words or terms used herein shall have the following meanings:

(a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to paragraph VIII of Section 6 of the Act.

(b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used, determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding, as certified by the Bank.

(c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which is equal to the principal amount of the Municipal Bonds outstanding.

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate of 4.25% per centum per annum.

(e) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(f) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan and to sell to the Bank the Municipal Bonds in the principal amount of the Loan. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of the Maximum Interest Cost Rate (as calculated by the "Interest Cost Per Annum" method) or at rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that Governmental Unit make funds available to the Bank for the payment of principal and interest at least five (5) business days prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary votes and resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall be not less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least five (5) business days prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at least five (5) business days prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. Such Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same becomes due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same becomes due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay any Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of such Municipal Bonds thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 11 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (i) hereof shall be the amount set forth in the resolution of the Bank. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest set forth in the resolution of the Bank. In no event shall any such sale or redemption of Municipal Bonds be affected without the prior written agreement and consent of both parties hereto.

9. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid general obligations of the Governmental Unit as required by the Act. The Governmental Unit shall bear the cost of such opinion.

10. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed.

11. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

12. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

13. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) the Governmental Unit has violated commitments made by it in its application and supporting document or has violated any of the terms of this Loan Agreement.

14.(a). The Governmental Unit agrees to furnish to the Bank annually as long as any of the Municipal Bonds remain outstanding such financial reports, audit reports and other financial information as the Bank may reasonably require.

14.(b). So long as the Governmental Unit shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Governmental Unit agrees to furnish to the Bank (1) such financial information and operating data with respect to the Governmental Unit at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, (2) when and if available, the Governmental Unit agrees promptly to provide the Bank with its audited financial statements for each fiscal year and (3) the Governmental Unit agrees to provide to the Bank in a timely manner, notice of any of the following events with respect to the Municipal Bonds, if material:

- (a) Principal and interest payment delinquencies;
- (b) Non-Payment related defaults;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions or events affecting the tax exempt status of the Municipal Bonds;
- (g) Modifications to rights of registered owners of the Municipal Bonds;
- (h) Bond calls;
- (i) Defeasances;
- (j) Release, substitution or sale of property securing repayment of the Municipal Bonds; and
- (k) Rating changes.

The Governmental Unit agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Municipal Bonds.

The Governmental Unit will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Governmental Unit's undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Governmental Unit agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

To the extent the Rule no longer requires issuers of municipal securities to provide all or any portion of the information the Governmental Unit has agreed to provide pursuant to this Section, the obligation of the Governmental Unit to provide such information pursuant to this Section also shall cease immediately.

The sole remedy available to the Bank or to any other person for the failure of the Governmental Unit to comply with any provision of this Section shall be an action for specific performance of the Governmental Unit's obligations under this Section.

15. The Governmental Unit shall not take, or permit to be taken, any action or actions that would cause any Municipal Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as from time to time in effect (the "Code") or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any Municipal Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Municipal Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Unit on the Municipal Bonds shall be excluded from gross income of the recipient thereof for the purpose of federal income taxation under any valid provision of law and to assure that the Municipal Bonds shall not be "private activity bonds" within the meaning of Section 141(a) of the Code, including the preparation and filing of any statements required to be filed by the Governmental Unit in order to maintain such exclusion.

16. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

17. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

EXHIBIT A

Sullivan County

MATURITY SCHEDULE

Governmental Unit's Bonds

Due	Principal Amount
1/15/2011	690,000
1/15/2012	690,000
1/15/2013	690,000
1/15/2014	690,000
1/15/2015	690,000
1/15/2016	690,000
1/15/2017	690,000
1/15/2018	690,000
1/15/2019	690,000
1/15/2020	690,000
1/15/2021	
1/15/2022	
1/15/2023	
1/15/2024	
1/15/2025	
1/15/2026	
1/15/2027	
1/15/2028	
1/15/2029	
1/15/2030	
Total Issue	\$6,900,000

EXHIBIT B

{FORM OF BOND TO BE ATTACHED HERETO}

18. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

19. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

NEW HAMPSHIRE MUNICIPAL BOND BANK

Attest:

By _____
Secretary, NHMBB

(NHMBB SEAL)

By _____
Chairman, NHMBB Board of Directors

Sullivan County

Attest:

By *Jeffrey R. B...*
~~CHAIR~~ Member, Board of Commissioners

By *Ethel Jarvis*
CLERK of Commission Clerk of Court

By *Carroll D. French*
Carroll D. French County Treasurer

COUNTY (SEAL)

MEMORANDUM

TO: Sullivan County, New Hampshire (the "Issuer")

FROM: David H. Barnes
Renelle L. L'Huillier

RE: **Execution of Loan Agreement with
New Hampshire Municipal Bond Bank (the "Bond Bank")**

DATE: November 9, 2009

Ladies and Gentlemen:

In connection with the municipal bond that Issuer is selling to the Bond Bank, we are enclosing (i) four (4) original Loan Agreements by and between the Issuer and the Bond Bank; and (ii) four (4) certificates regarding the adoption of a vote by Issuer's Governing Body authorizing the Issuer to enter into the Loan Agreement with and sell its bond to the Bond Bank. This memorandum directs your attention to certain provisions of both enclosures and provides specific directions for the signing, sealing and delivery of the same.

The Loan Agreement

While most of the Loan Agreement is self-explanatory, there are several matters we would like to call to your attention. First of all, you should examine Exhibit A to the Loan Agreement which sets forth the principal amount of the Bonds that will be sold to the Bond Bank and establishes the schedule for principal payments. Additionally, you should review Section 1(d) of the Loan Agreement which establishes the "maximum interest cost rate."

All of the enclosed copies of the Loan Agreement should be signed on behalf of Issuer, where indicated, by (i) the chairman (or another authorized member) of its governing body (Board of Selectmen, School Board or Board of Commissioners); (ii) Issuer's Treasurer; and (iii) Issuer's Clerk. In addition, the Agreement should be affixed, where indicated on page 6, with Issuer's seal. (If you do not possess a seal, please drop us a short letter to this effect). **Please be sure not to sign in the signature blanks provided for the New Hampshire Municipal Bond Bank's Chairman and Secretary. Additionally, please do not date the Agreements, either on page 1 or otherwise.**

Certificate of Vote

Your governing body will need to take a vote to authorize Issuer to enter into the Loan Agreement with and to sell its bond to the Bond Bank. The enclosed Certificate includes a proposed resolution to this effect and, when signed by the Clerk, will furnish the Bond Bank and us with evidence that the necessary vote has been taken. To the extent possible, we have included the relevant information regarding the bond. If any of the information is incorrect, please let us know immediately.

The date on which the governing body approved the resolution should be inserted in the first paragraph on page 1. The Certificate should be signed and sealed by the Clerk, where indicated, on page 2.

Once all of the enclosed materials have been signed and sealed in accordance with the foregoing directions, please return them to Tammy St. Gelais at the Bond Bank at 25 Triangle Park Drive, Suite 102, Concord, New Hampshire 03301, either by Federal Express or by hand delivery before November 20, 2009.

Adherence to the time schedule set forth above is extremely important, not only for Issuer's own bond issue, but also for the other bonds being purchased by the Bond Bank. For this reason, if you see any difficulty in adhering to this time schedule, please contact us immediately.

DHB/cjr

Enclosures

cc: Tammy St. Gelais, Bond Bank

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FALL 2009 BOND SALE SCHEDULE - APPROVED

Contact State Dept. of Ed.	School Building Aid Deadline
October 02, 2009	Deadline for all applications to be returned to the Bond Bank
October 02, 2009	Notify Bond Counsels of identity of governmental units and amount and purposes of municipal bonds
October 16, 2009	All legal information from participants due at their bond counsel
November 5, 2009	Set loan rates and mail loan agreements to Bond Counsels
November 6, 2009	Bond Counsels mail loan agreements to governmental units and clear debt schedules with the Bond Bank
November 13, 2009	Bond Counsels send Preliminary Opinions to rating agencies and the Bond Bank
November 09-20, 2009	Meeting of the Participant's Governing Board for the Certificate of Vote Regarding Authorization of Bonds and Approval of Loan Agreements with the NH Municipal Bond Bank
November 20, 2009	Loan Agreements returned to Bond Bank
November 24, 2009	Preliminary Official Statements mailed
December 02, 2009	Sale and Bond Bank Board Meeting
December 04, 2009	Bond Counsels mail bonds to governmental units
December 11, 2009	Participants return Bonds to Bond Counsel
December 14, 2009	Bond Counsels mail Bonds to Edwards, Angell, Palmer & Dodge
December 16-17, 2009	Pre-closing and Closing - Bond proceeds wired to participants on December 18, 2008.
December 17, 2009	Date of NHMBB Bonds and interest start date
July 15, 2010	First interest payment due
January 15, 2011	First principal and second interest payment due

Note: Dates outlined indicate involvement of the city, town, or district participating in the sale.

SULLIVAN COUNTY, NEW HAMPSHIRE (the "Issuer")

CERTIFICATE OF VOTE REGARDING AUTHORIZATION
OF BONDS AND APPROVAL OF
LOAN AGREEMENT WITH THE NEW HAMPSHIRE MUNICIPAL BOND BANK

I, the undersigned Clerk of the Issuer, hereby certify that a meeting of the Governing Board of Issuer (the "Board") was held on 11/19/2009. A quorum of the Board was in attendance and voting throughout.

I further certify that there are no vacancies on the Board, that all of the members of the Board were duly notified of the time, place and purposes of said meeting, including as one of the purposes the authorization of bonds and the approval of a Loan Agreement between the New Hampshire Municipal Bond Bank (the "Bond Bank") and the Issuer.

I further certify that the following is a true copy of resolutions unanimously adopted at said meeting:

RESOLVED: That under and pursuant to the Municipal Finance Act, Chapter 33, N.H.R.S.A., as amended, the New Hampshire Municipal Bond Bank Law, Chapter 35-A, N.H.R.S.A., as amended, and other laws in addition thereto, and to votes of the Issuer duly adopted on August 14, 2008 by the County Delegation there be and hereby is authorized the issuance of a \$6,900,000 Bond of the Issuer (the "Bond") which is being issued by the Issuer for the following purpose: to finance upgrades to the existing Sullivan County correctional facility and to construct a new 68 bed community corrections center.

The Bond shall be dated as of its date of issuance, shall be in such numbers and denominations as the purchaser shall request, shall mature in accordance with the schedule set forth in Exhibit A to a certain Loan Agreement hereinafter described (the "Loan Agreement"), shall bear a net interest cost rate (as defined in the Loan Agreement) of four and twenty five hundredths percent (4.25%) per annum or such lesser amount as may be determined by a majority of the Board. The Bond shall be substantially in the form set forth as Exhibit B to the Loan Agreement and otherwise shall be issued in such manner and form as the signatories shall approve by their execution thereof.

RESOLVED: That the Bond shall be sold at the par value thereof to the Bond Bank.

RESOLVED: That in order to evidence the sale of the Bond, the Treasurer of Issuer and a member of the Board are authorized and directed to execute, attest and deliver, in the name and on behalf of the Issuer, a Loan Agreement in substantially the form submitted to this meeting, which is hereby approved, with such changes therein not inconsistent with this vote and

approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers shall be conclusively evidenced by the execution of the Loan Agreement by such officers.

RESOLVED: That all things heretofore done and all action heretofore taken by the Issuer and its officers and agents in its authorization of the project to be financed by the Bond are hereby ratified, approved and confirmed.


RESOLVED: That the Clerk and the signers of the Bond are each hereby authorized to take any and all action necessary and convenient to carry out the provisions of this vote, including delivering the Bond against payment therefor.

RESOLVED: That the useful life of the project being financed is in excess of 15 (fifteen) years.

I further certify that said meeting was open to the public; the aforesaid vote was not taken by secret ballot nor in executive session; that notice of the time and place of said meeting was posted in at least two (2) appropriate public places within the territorial limits of the Issuer, or published in a newspaper of general circulation in said area, at least twenty-four (24) hours, excluding Sundays and legal holidays, before said meeting; that no deliberations or actions with respect to the vote were taken in executive session; and that the minutes of said meeting have been promptly recorded and have been or will be made open to inspection within one hundred forty-four (144) hours of said meeting, all in accordance with Chapter 91-A, N.H.R.S.A., as amended.

I further certify that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WITNESS my hand and seal of the Issuer this 19th day of November, 2009.



CLERK OF ISSUER
Ethel Jarvis

(SEAL)

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